decedent Barber from its station to the Pennsylvania station. Because the original ticket contained no coupon for inter-station transfer and the initial carrier paid the compensation for such transfer, the limitation in the original ticket that the "company was not responsible beyond its own lines" could not exempt the company from liability for the negligence of the inter-station transfer company's driver. Similarly, in *Buffett* v. *Troy & B. R. Co.*, 40 N. Y. 168, where the railway hired a stage coach to bring its intending passengers from the village to the depot, the railway was held liable for the stage driver's negligence. And a hotel keeper, who furnished a bus to carry his guests without charge from the station to the hotel, was held liable for injuries to a guest resulting from the negligence of the driver, *Barker* v. *Pollock*, 26 Can. L. T. 182.

CARRIERS—SUFFICIENCY OF NOTICE OF LOSS—WAIVER.—Carloads of berries shipped over defendant's road were received in damaged condition and examined by defendant's agent in company with the consignee. An inspection report was made by the agent as well as a notation on the freight receipt, of the extent of the damage. After such examination plaintiff sent to defendant a written notice reading "Consignee will file a claim" etc. *Held*, that such notice, though in the future tense, was sufficient to satisfy the requirements of the uniform bill of lading approved by the Interstate Commerce Commission that claims for loss or damages be made in writing within four months. Further such a proviso was waived by defendant's action in conducting negotiations anent the claim without other formal notice. *E. H. Emery & Co.* v. *Wabash R. Co.*, (Iowa, 1918), 166 N. W. 600.

The instant case is an illustration of the courts' tendency to consider the spirit rather than the letter of the law on the subject of interstate commerce, and more particularly in the construction of the uniform bill of lading, providing for a written claim within a stated period. Substantial compliance has been repeatedly upheld. For example a telegram announcing consignee's intention to sue was deemed sufficient in *Georgia, Fla., & Ala. R. R.* v. *Blish Milling Co.*, 241 U. S. 190; and *Shark* v. *Great Northern Ry. Co.*, 164 N. W. 39 (N. D.) so considered an oral claim acted upon by the company, as did *So. Pac. Ry.* v. *Stewart*, 233 Fed. 956. Though the bill of lading expressly directed such notice to be given to a specified agent, a letter to a different agent was held effective in *Ill. Central R. R.* v. *Bauer*, 114 Miss. 516. In view of the court's decision as to the sufficiency of the notice, the question of waiver becomes unimportant. The state courts are inclined to allow such waiver; see *Cleveland, C. C. & St. L. R. Co.* v. *Rudy*, 173 Ind. 181, *Gilliland* v. *So. R. Co.*, 85 S. C. 26 and *Watkins Mdse. Co.* v. *Mo., Kan., and Texas R. Co.*, 82 Kan. 308. However when the question has been touched upon in the United States Courts, they have declared against waiver as tending to discrimination and thus repugnant to the spirit of the Interstate Commerce Commission Acts. It should be observed that these utterances are largely *dicta*, and are directed towards attempted waivers which will release the carrier, rather than the shipper, from liability. *Cf.* the *Blish* case *supra* and *Mo., Kn. and Tex. R. Co.* v. *Ward*, 37 Sup. Court 617.